

**Amendment # 1/ Renewal # 2**

AUG 4 2004

This is an Amendment/Renewal to the Contract entered into by and between Indiana Department of Administration (hereinafter referred to as "State") and Safety Klean Oil Recovery (hereinafter referred to as "Contractor") dated 6/16/2003. QPA # 9538.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

**Price Changes:**

Qty.	Item #	Description	Old Price	New Price
10 cs	000000000100005669	✓ Auto. Trans Fl. District 10	13.08	13.20 +
2 dru	000000000100005970	Auto. Trans Fl. District 10	190.50	197.10 +
2 dru	000000000100005971	SAE 10W30 District 10	174.00	183.60 +
22 cs	000000000100005972	SAW 10W30 District 10	12.00	12.24 +
2 dru	000000000100005973	SAE 15W40 District 10	177.85	187.45 +
10 cs	000000000100005974	SAE 15W40 District 10	12.60	12.84 +
6 dru	000000000100005975	SAE 5W30 District 10	187.75	197.05 +
12 cs	000000000100005976	SAE 5W30 District 10	12.60	13.44 +
2 dru	000000000100005977	Re-refined Oil 30W District 10	170.70	180.30 +
500gal	000000000100005978	Re-refined Oil 5W30 District 10	3.04	3.36 +
1 gal	000000000100005979	Re-refined Oil 15W40 District 10	2.86	3.02 +
2 dru	000000000100005980	Lt Hydro Oil AW32 District 10	139.90	143.20 +
1 dru	000000000100005981	Med. Hydro Oil AW46 District 10	139.90	143.20 +
1 dru	000000000100005982	Tractor Fluid District 10	184.45	187.75 +
242 cs	000000000100005983	Auto Trans Fl, Dextron II Dist 20	13.08	13.20 +
4 dru	000000000100005984	Auto Trans Fl, Dextron II Dist 20	190.50	197.10 +
13 dru	000000000100005985	SAE 10W30 District 20	177.85	187.75 +
406 cs	000000000100005986	SAE 10W30 District 20	12.00	12.84 +
67 dru	000000000100005987	SAE 15W40 District 20	177.85	187.45 +
238 cs	000000000100005988	SAE 15W40 District 20	12.60	12.84 +
5 dru	000000000100005989	SAE 5W30 District 20	187.78	197.05 +
12 cs	000000000100005990	SAE 5W30 District 20	13.20	13.44 +
2 dru	000000000100005991	Re-refined Oil 30W District 20	170.70	180.30 +
1 gal	000000000100005992	Re-refined Oil 5W30 District 20	3.04	3.36 +
1 gal	000000000100005993	Re-refined Oil 15W40 District 20	2.86	3.02 +
45 dru	000000000100005994	Lt Hydro Oil AW32 District 20	139.90	143.20 +
21 dru	000000000100005995	Med. Hydro Oil AW46 District 20	139.90	143.20 +
5 dru	000000000100005996	Tractor Fluid District 20	184.45	187.75 +
621 cs	000000000100005997	Auto Trans Fl, Dextron II Dist 30	13.08	13.20 +
23 dru	000000000100005998	Auto Trans Fl, Dextron II Dist 30	190.50	197.10 +
2 dru	000000000100005999	SAE 10W30 District 30	174.00	183.60 +
50 cs	000000000100006000	SAW 10W30 District 30	12.00	12.24 +
126dru	000000000100006001	SAE 15W40 District 30	177.85	187.45 +
787 cs	000000000100006002	SAE 15W40 District 30	12.60	12.84 +
8 dru	000000000100006003	SAE 5W30 District 30	177.85	197.05 +
2 cs	000000000100006004	SAE 5W30 District 30	13.20	13.44 +
2 dru	000000000100006005	Re-fined Oil 30W District 30	170.70	180.30 +
1 gal	000000000100006006	Re-fined Oil 5W30 District 30	3.04	3.36 +

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1 gal	000000000100006007	Re-refined Oil 15W40 District 30	2.86	3.02	✓
71 dru	000000000100006008	Lt. Hydro Oil AW32 District 30	139.90	143.20	✓
35 dru	000000000100006009	Med. Hydro Oil AW46 District 30	139.90	143.20	✓
17 dru	000000000100006010	Tractor Fluid District 30	184.45	187.75	✓
196 cs	000000000100006011	Auto Trans Fl, Dextron II Dist 40	13.08	13.20	✓
12 dru	000000000100006012	Auto Trans Fl, Dextron II Dist 40	190.50	197.10	✓
2 dru	000000000100006013	SAE 10W30 District 40	174.00	183.60	✓
176 cs	000000000100006014	SAW 10W30 District 40	12.00	12.24	✓
74 dru	000000000100006015	SAE 15W40 District 40	177.85	187.45	✓
1,207 cs	000000000100006016	SAE 15W40 District 40	12.60	12.84	✓
13 dru	000000000100006017	SAE 5W30 District 40	177.85	197.05	✓
107 cs	000000000100006018	SAE 5W30 District 40	13.20	13.44	✓
2 dru	000000000100006019	Re-refined Oil 30W Dist 40	170.70	180.30	✓
1 gal	000000000100006020	Re-refined Oil 5W30 District 40	3.04	3.36	✓
1 gal	000000000100006021	Re-refined Oil 15W40 Dist 40	2.86	3.02	✓
2 dru	000000000100006022	Lt. Hydro Oil AW32 Dist 40	139.90	143.20	✓
62 dru	000000000100006023	Med. Hydro Oil AW46 Dist 40	139.90	143.20	✓
5 dru	000000000100006024	Tractor Fluid District 40	184.45	187.75	✓
11 cs	000000000100006025	Auto Trans Fl, Dextron II Dist 50	13.08	13.20	✓
24 dru	000000000100006026	Auto Trans Fl, Dextron II Dist 50	190.50	197.10	✓
2 dru	000000000100006027	SAE 10W30 District 50	174.00	183.60	✓
40 cs	000000000100006028	SAW 10W30 District 50	12.00	12.24	✓
2 dru	000000000100006029	SAE 15W40 District 50	177.85	187.45	✓
4,790 cs	000000000100006030	SAE 15W40 District 50	12.60	12.84	✓
6 dru	000000000100006032	SAE 5W30 District 50	177.85	197.05	✓
10 cs	000000000100006033	SAE 5W30 District 50	13.20	13.44	✓
2 dru	000000000100006034	Re-refined Oil 30W District 50	170.70	180.30	✓
1 gal	000000000100006035	Re-refined Oil 5W30 District 50	3.04	3.36	✓
18 gal	000000000100006036	Re-refined Oil 15W40 District 50	2.86	3.02	✓
1 dru	000000000100006037	Lt. Hydro Oil AW32 District 50	139.90	143.20	✓
10 dru	000000000100006038	Med. Hydro Oil AW46 District 50	139.90	143.20	✓
1 dru	000000000100006039	Tractor Fluid District 50	184.45	187.75	✓
10 cs	000000000100006040	Auto Trans Fl, Dextron II Dist 60	13.08	13.20	✓
13 dru	000000000100006041	Auto Trans Fl, Dextron II Dist 60	190.50	197.10	✓
25 dru	000000000100006042	SAE 10W30 District 60	174.00	183.60	✓
20 cs	000000000100006043	SAW 10W30 District 60	12.00	12.24	✓
69 dru	000000000100006044	SAE 15W40 District 60	177.85	187.45	✓
73 cs	000000000100006045	SAE 15W40 District 60	12.60	12.84	✓
12 dru	000000000100006046	SAE 5W30 District 60	187.75	197.05	✓
18 cs	000000000100006047	SAE 5W30 District 60	12.60	13.44	✓
1 dru	000000000100006048	Re-refined Oil 30W District 60	170.70	180.30	✓
1 gal	000000000100006049	Re-refined Oil 5W30 District 60	3.04	3.36	✓
1 gal	000000000100006050	Re-refined Oil 15W40 District 60	2.86	3.02	✓
11 dru	000000000100006051	Lt. Hydro Fl, AW32 District 60	139.90	143.20	✓
16 dru	000000000100006052	Med. Hydro Fl, AW46 District 60	139.90	143.20	✓
18 dru	000000000100006053	Tractor Fluid District 60	184.45	187.75	✓

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Pursuant to IC 5-22-17-4 and the terms of the contract, Indiana Department of Administration (hereinafter referred to as "State") exercises its option to renew its contract with Safety Kleen (hereinafter referred to as "Contractor") under the same terms and conditions of the original contract dated 6/16/2004. The entire contract shall commence on 8/16/2004 and shall terminate on 6/15/2005.

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement shall remain in full force and effect.

In Witness Whereof, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this contract/grant. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

#### Contractor:

Signature: [Signature]  
Printed Name: W. L. J. SUELL  
Title: Sales Manager  
Date: July 19, 2004

#### State of Indiana Agency:

Signature: Cindi Atkinson  
Printed Name: Cindi Atkinson  
Title: State Procurement Administrator  
Date: 7/22/04

#### Department of Administration

[Signature]  
Charles R. Marindale, Commissioner  
Date: 7/27/04

#### State Budget Agency

Delegated per Letter Dated 10/03/03  
Marilyn F. Schultz, Director  
State Budget Agency  
Date: 7/27/04

#### Office of the Attorney General

[Signature]  
Stephen Carter  
Attorney General  
Date: JULY 30, 2004